

6/30/94

AGREEMENT
Between The
THORNAPPLE KELLOGG BOARD OF EDUCATION
And The
THORNAPPLE KELLOGG
BUS DRIVERS ASSOCIATION
1991 - 1994

Thornapple Kellogg School

INDEX

<u>Article</u>		<u>Page No.</u>
	Witnesseth	3
I.	Recognition of Employees	3
II.	Recognition of Rights of the Board	3
III.	Definitions	3
IV.	Assignments	4
V.	Seniority	7
VI.	Layoff and Recall Procedures	8
VII.	Leave Credit	8
VIII.	Working Conditions	11
IX.	Tickets and Accidents	11
X.	Grievance Procedure	12
XI.	Benefits	14
XII.	Employee Compensation	17
XIII.	Miscellaneous Provisions	19
<u>Appendix</u>		
A.	Standard Procedures	20
B.	Driver Responsibilities	21
	Signature Page	22

THORNAPPLE KELLOGG BUS DRIVER CONTRACT

This Agreement entered into this _____, by and between the Board of Education of the Thornapple Kellogg School, Middleville, Michigan, 49333. hereinafter called the Board, and the Thornapple Kellogg Bus Drivers Association, hereinafter called the Association.

WITNESSETH

WHEREAS the Board has statutory obligations, pursuant to Act 336 of 1947, as amended, to bargain with the Association as a representative of the bus drivers:

ARTICLE I
Recognition of Employees

The Board hereby recognizes the Association as the exclusive bargaining representative for the bus drivers.

ARTICLE II
Recognition of Rights of the Board

The Board retains exclusively all its legal, customary and normal functions of management of the affairs of the District including, but not limited to, the determination of the number and types of schools and the location, schedules, work methods, curriculum and staffing thereof, the hiring, transfer, promotion, demotion, and suspension of its employees, the establishment and enforcement of rules to maintain efficiency of and discipline among its employees and the suspension, discipline, and discharge of its employees for proper cause.

ARTICLE III

Definitions

A. Routes are classified as follows:

Regular Route - Pick-up or take home of K-12 students attending the regular school program.

Special Education Route - Pick-up or take home of special education students, or delivery of special education students to special programs.

Kindergarten Route - Mid-day run to pick-up or take-home kindergarten children. Kindergarten students may also be assigned to regular runs.

Skills Route - A regular run to the Skill Center Complex.

Shuttle Run - A short run to and from buildings when not part of a regular run.

Sports Run - Trips to drive the team to sports events. Awarded on a per sport per season basis.

Extra Run - Single posted trip -- not included in any of the above with the driver paid on an hourly basis at the "extra trip" rate.

Combination Routes - Two regular routes combined and run by one driver.

B. Bus Driver Classification:

Regular Driver - A driver that is presently assigned a regular, special education, kindergarten, or skills route on a regular basis.

Non-Assigned Driver - A driver that has been driving on a regular driver status but is presently not assigned a regular route. A driver will lose this status if offered a route on a regular basis and that route is refused.

Substitute Driver - A driver that drives on an on-call basis. Non-assigned drivers will be placed on the substitute list and will be considered for substituting until assigned a regular route.

ARTICLE IV
Assignments

A. On December 2, 1991, the assignment of all Regular Drivers, by means of the agreed seniority list, will establish all routes for the remainder of the 1991-92 school year. The routes will begin the first week in January.

B. Each year thereafter seniority assignments will always be chosen the third week in September and those routes will commence in October, the week following count week. Drivers will run their previous year's route until this time provided

the route still exists. If the route is changed the driver will run the route that was most similar to the previous year's route. Any vacant route at the beginning of the school year will be filled by the bus supervisor on a temporary basis. If a driver's route was eliminated he/she will be assigned to a vacant route on a temporary basis. If there is no vacant route the driver will "bump" the least senior driver.

- C. All routes (regular, special education, skills, and kindergarten) will be chosen by seniority, starting with the most senior driver given the opportunity to select. All routes to be selected will be listed. The list will give those regular routes that are to be run in combination. Drivers may select any route providing there is no conflict in schedules and the selection will not cause the driver's day to exceed eight hours.
- D. After the September meeting where drivers select their routes there will be no bumping. If there is a vacancy or if a route is added after the September route selection meeting a driver is eligible for that route only for advancement. (Example: a driver with only a single regular route would be eligible for a combination route, however, if the driver already has a combination route he/she could not move to the open route because the driver would like the route better.) A driver wishing to change from a combination route may be considered for a single route vacancy.
- E. All extra runs will be posted as received. The posting will include the date and time posted and will be posted for a minimum of 48 hours (2 working days). All drivers interested in the posted run are to sign the posting. The extra run will be awarded to the senior driver signed for that run. Any extra run request received with less than the 48 hour (2 working day) posting time will be offered to the top seniority driver, then down the seniority list until the run is filled. Exceptions to the above are swimming, which will be given weekly on a rotating seniority basis, starting with the most senior driver and sports runs which will be assigned by seniority, one sport, per driver, per season (fall, winter, spring).

If no driver signs an extra run posting the bus supervisor may then assign the run to a substitute driver. Should the supervisor not be able to obtain a substitute driver for the run it will be assigned to a regular driver. Assignment of non-selected extra runs will be made on a rotating basis starting with the least senior regular driver.

- F. Preliminary sports schedules will be posted along with a notice of a meeting for interested drivers. The posting will

be for a minimum of 48 hours (2 working days) prior to the meeting. If any regular or non assigned driver is unable to attend the meeting, he/she may submit to the bus supervisor in writing his/her three (3) choices in order for sport runs. The bus supervisor, or his/her designee will bid for that driver when his/her turn comes.

Any additional sports run that come in will be given to the driver of that sport, if the driver declines, it will be posted as an extra run. If a driver is unable to run his/her sports run every effort will be made to obtain a substitute, however, a driver of a sport shall be obligated to run the sports run if a substitute cannot be obtained. No driver shall run another run as an option to his/her sports run. If a driver's sport has two (2) trips going out at the same time, the driver shall have the option, with the other run to be posted as an extra run.

- G. For reasons of safety actual driving time will not exceed nine (9) hours per day.
- H. In the event that the administration or Association feels there should be a change in the driver of a particular route, or the administration feels the driver has selected a route in which he/she may not be well suited, the concern will be discussed with the driver involved. If the driver does not consent to voluntarily switching of that route, a meeting may be called with the affected driver, bus supervisor, president of the TKBDA or his/her designee, business manager, superintendent or superintendent's designee. At the meeting, rationale will be given for the proposed change, and the affected driver will be allowed to present a response. The administration will then make a decision regarding the assignment of the route based on the input received from the meeting.
- I. A sign-up sheet will be posted a week before school is out in the spring for all drivers interested in summer driving and substituting. Each trip/run as needed to be filled will be offered to the top seniority driver on the list and on down until it is awarded.
- J. Whenever it is known in advance that a driver of a combination route will be absent, every effort will be made to offer that combination route to single route drivers by seniority if the absence is for one week or more.

ARTICLE V

Seniority

A. Seniority shall be defined as length of continuous employment with the Thornapple Kellogg School District as a regular or non-assigned driver commencing with the date of last hire as regular driver.

B. All new employees shall be considered probationary until they have worked for the District on an assigned route for sixty (60) working days. A probationary driver shall have no seniority until the completion of the probationary period at which time seniority shall revert to his/her first day of work as a regularly assigned driver.

During the probationary period the employee may be dismissed without going through the progressive dismissal process. Discipline and discharge of a probationary employee shall not be subject to the grievance procedure.

C. Drivers with the same date of hire will determine their seniority ranking by the last four digits in his/her social security number. The highest number will be the first listed for that date of hire.

D. A driver on an approved unpaid leave of absence or on Workers' Compensation will not accrue additional seniority for any half year if the absence is nine (9) weeks or more during that half year. Previously earned seniority will be maintained.

E. Seniority shall be lost when the driver:

1. Resigns, is discharged for cause, retires
2. Fails to return from a layoff or the layoff exceeds two (2) years
3. Is on a non-assigned status and refuses a regular route
4. Fails to return from an approved leave and the leave is not extended

Frequent absences may be reason to terminate regular driving status and seniority.

F. There shall be a seniority list maintained for drivers establishing the effective date of hire as a regular driver and years of completed service in half year increments. The seniority list will be posted by September 1 of each school year. This list will be posted for ten (10) working days. If a driver believes there is an error in the list, it is the driver's responsibility to notify the superintendent, bus supervisor, and the President of the Thornapple Kellogg Bus Drivers Association, in writing, during this time period or the posted list will be held to be accurate and will be used for route selection and other seniority related issues.

ARTICLE VI
Layoff and Recall Procedures

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce staff.
- B. Regular drivers not receiving an assigned route may be placed on a non-assigned basis. A change in work schedule shall not constitute a layoff.
- C. If a layoff occurs for any reason, probationary drivers will be the first to be laid off. If additional layoffs are required, drivers shall be laid off in reverse order of seniority (lowest to highest). Drivers shall be given a minimum of ten (10) days notice prior to layoff.
- D. Recalls shall be in the reverse order of layoff. Drivers shall be notified of recall by certified mail at least five (5) calendar days prior to the date they are expected to return to work. Failure to report to work within ten (10) working days of the stated return date will terminate employment along with all privileges of this Agreement.
- E. It shall be the driver's responsibility to keep the District notified as to his/her current mailing address.
- F. The recall list shall be maintained by the District for a period not to exceed two (2) years from the effective date of the layoff. Thereafter, a driver shall lose his/her right to recall.

ARTICLE VII
Leave Credit

- A. All personnel shall accumulate sick leave credit at the rate of one day per month for the first year of employment up to ten (10) days. Ten (10) days per year after the first year, accumulative up to 130 days.
- B. Any person who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular wages for the duration of the illness or through the balance of the school year, whichever occurs first.
- C. A person who has exhausted his/her cumulative sick leave may borrow up to ten (10) days of additional sick leave. If the person terminates employment with the District before

accumulating sufficient leave to cover that borrowed, such amount will be deducted from the final check, or paid back.

D. Leaves with pay shall be granted under the following conditions and charged against any employee's sick leave credit:

1. All available days may be used by the driver for recovery from illness or accident of the driver.
2. Four (4) days per year for any illness in the immediate family.
3. Time necessary for the attendance at the funeral service of a person whose relationship to the Driver warrants such attendance, limited to actual time of the funeral.
4. A maximum of five (5) days per year for each death in the immediate family.
5. Time may be granted to conduct a personal matter. Permission must be given by the transportation supervisor and approved by the Central Administration Office. This request must be made at least two (2) days before leave is granted except in case of emergency. Personal leave may be granted for the following reasons: Doctor or dental appointments, medical, psychological, or psychiatric counseling, legal counseling, appearance in court, or property transactions. Personal leave shall not be used for seeking other employment, rendering services or working with or without pay for ones self, any type of recreation or non-business personal activities. Limit two (2) days per year.

E. Leaves with pay not chargeable against sick leave credit shall be granted for the following reasons:

1. A Driver called for jury duty shall be paid the difference between his/her regular wages and jury duty.
2. Any court appearance as a cause of employment at Thornapple Kellogg School will be compensated in full, with no loss of sick leave.

F. 1. Unpaid leave of absence of twenty (20) working days or less may be granted by the superintendent with notice to the Board. The request for the leave shall include the reason for the leave with identification of the beginning and ending date of said leave.

2. The Board may grant, upon written request, an unpaid

leave of absence up to one year. Return to job would depend upon opening at the time. Application must be made twenty (20) working days before returning.

G. Child birth/child care leave:

1. A Driver may use accumulated sick leave credit for the disability of child birth, but sick leave cannot be used for child care. Under this provision the driver must return to work when released by the doctor.
2. Unpaid leave of one (1) year or less may be granted to any Driver upon request made at least twenty (20) work days in advance. Application for child birth/child care leave shall include a statement from the doctor giving the anticipated date of birth of the child. Sick leave cannot be used once the unpaid leave of absence commences.
3. To return from leave under the provisions of sub paragraph 2, the Driver must notify the Board twenty (20) days in advance.

H. Any Driver absent because of an extended or serious illness of five (5) working days or more may be required to present to the Business Office, prior to returning to service, a statement from a doctor indicating that his/her health is satisfactory to resume driving duties.

If at any time the District is in doubt as to the health or the ability of the Driver to perform his/her duty safely and satisfactorily, the Driver may be sent to a doctor of the District's choice for further examination at the District's expense.

I. All leaves are considered as time off for the reason stated and necessary for the protection of the employee. Any employee who willfully violates or misuses the leave provision or who misrepresents shall forfeit all pay for the stated period. Violations of the leave provision may constitute grounds for discipline up to and including dismissal.

J. Health care leave of absence:

Upon recommendation of a physician a health care leave of absence with or without pay may be granted for illness of the driver up to a maximum of one (1) year.

A driver on leave of absence for health reasons must either return, resign, or request a special extension of leave. The extension of leave to be no more than one (1) year.

A driver returning from a leave of absence for health reasons

of up to one (1) year shall be reinstated to his/her position if the position exists. After one (1) year the driver shall be reinstated to the next available position.

Any driver returning from a health care leave of absence of ten (10) working days to three (3) months shall be required to notify the superintendent in writing of his/her intent to return at least five (5) working days prior to the date of return. The driver may return at any time within the five (5) working day notice period. If the leave extends from three (3) months to one (1) year a ten (10) working day notice shall be required. A twenty (20) working day notice shall be required on all leaves of over one (1) year.

- K. All drivers absent for sick leave of five (5) days or more must submit a doctor's statement to the bus supervisor verifying illness within seven (7) days of the first day of absence.

ARTICLE VIII Working Conditions

- A. All reprimands will include an explanation of what the violation was and how it can be corrected. Upon request, the Driver can meet with the transportation supervisor or administrator writing the reprimand. An Association representative may be present at the request of the Driver.
- B. All such discipline shall be progressive in nature except in case of theft, possession of drugs or intoxicants, serious misconduct, and/or reckless disregard of safety. The procedure:
 - Step 1 -- Verbal Warning
 - 2 -- Written reprimand
 - 3 -- Suspension (with or without pay)
 - 4 -- Termination

ARTICLE IX Tickets and Accidents

- A. Any ticket(s), fine(s) or court costs resulting from a moving violation while operating a school vehicle will be the sole responsibility of the Driver. A moving violation shall be defined as relating to the Driver's operation of the vehicle.
- B. Bus Drivers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be covered by the District insurance policy when legally operating a school vehicle. Any damage to a bus or caused by the bus where the Driver is determined by the Board of Education to be at fault will be documented. Serious violation of safe

operating procedures may result in immediate suspension or discharge. Continued minor carelessness will lead to further discipline up to and including dismissal. The documentation for minor incidents will be removed from the Driver's personnel file after eighteen (18) months provided that there is not further incidents of carelessness which warranted the documentation or if serious misconduct is involved.

C. A Driver must maintain a valid license and an acceptable driving record to remain in the employ of the District. Dismissal will be automatic in the event of:

1. State removal of driver's license;
2. Suspension or restriction of driver's license; or
3. Jeopardizing or increasing the cost of present and/or future fleet insurance coverage to any noticeable degree.

D. If a Driver is charged with a major offense such as operating under the influence of alcohol, driving while visibly impaired, reckless endangerment or other similar serious offenses, he/she will be immediately suspended without pay pending resolution of the charges. If the Driver either pleads or is found guilty, he/she will be dismissed immediately. The District retains the right under this section to suspend without pay, pending resolution of charges for other traffic-related offenses and to discipline or discharge for good cause for such traffic-related offenses.

Any employee terminated under this section may re-apply for a driving position after the offending incident(s) or points have been removed from his/her driving record. If reinstated the Driver will retain his/her seniority.

A committee consisting of the Transportation Supervisor, a Bus Driver, and the Business Manager will meet upon the request by the employee to determine whether or not to recommend re-employment to the Superintendent. The decision of the Superintendent may be appealed to the Board of Education.

It is understood that this section - unless expressly restricted, includes all traffic violations and is not limited to those occurring while driving a school vehicle.

ARTICLE X Grievance Procedure

A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

B. Procedure:

INFORMAL LEVEL - When a cause for grievance occurs, the affected driver shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. This request for meeting shall be made within five days of the alleged occurrence. The Bus Drivers Association may be notified and a representative of the Association present with the driver at such meeting. If the driver is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided.

FORMAL LEVEL 1 - If a complaint is not resolved in a conference between the affected driver and his/her immediate supervisor, the complaint may be formalized in writing, within five days of the meeting between the supervisor and the driver. The immediate supervisor shall, within five days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Association.

FORMAL LEVEL 2 - If the grievant and/or the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five days of the receipt of the grievance, the grievance may be transmitted to the superintendent. Within five days after the grievance has been so submitted, the superintendent or his/her designee in the absence of the superintendent shall meet with the Association on the grievance. The superintendent or his/her designee in the absence of the superintendent, within five days after the conclusion of the meeting, shall render a written decision thereon with copies to the grievant and to the Association.

FORMAL LEVEL 3 - If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within five days of the receipt of the grievance, the grievance may be transmitted to the Board of Education. Within thirty days after the grievance has been so submitted, a committee of the Board shall meet with the Association on the grievance. Such a meeting shall be conducted as confidentially as appropriate. It is understood that the decision on the disposition of the grievance shall be rendered by the Board no later than its next regularly scheduled meeting following the grievance hearing.

C. The term "days" shall mean "work days" which shall be defined as days when the grievant is regularly scheduled to work. A grievance filed after June 1 shall use regular work week days, excluding holidays, as the definition for days.

D. All grievances shall be processed during time which does not

interfere with the performance of the driver's responsibilities.

- E. Written grievances are required to contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- F. Any grievance submitted to Level 2 or Level 3 must contain the reason why the answer given at the previous level was unsatisfactory.
- G. The time limits in the grievance procedure may be either shortened or extended by mutual written agreement. The time limits provided under the procedure shall be strictly observed. Failure of the grievant or the Association to proceed to the next level within the time limits set forth shall be deemed to constitute acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.

ARTICLE XI
Benefits

A. Insurance:

All Drivers may participate in medical insurance under the following conditions:

1. The Driver must make application to the Administrative Office.
2. The Thornapple Kellogg School District will subsidize health insurance premium payment as follows:

MESSA Supercare I Health Insurance with \$2.00 co-pay prescription, \$50/100 deductible under the following conditions:

- a. It is the intent of this provision to provide health insurance protection only, and should the insurance selected by the employer cost less, the remainder cannot be received in other benefits or cash.
- c. When husband and wife are both employees of the District, they may elect to each take single

subscriber hospitalization.

- d. Changes in family status must be reported by the driver to the personnel office within thirty (30) calendar days of such change. The driver may be held responsible for any overpayment of premiums made by the District in his/her behalf for failure to comply with this paragraph.

2 Regular routes per day or 540 to 720 hours	31%
2 Combination routes or 720 to 1040 hours	62%
2 Regular routes plus Kindergarten	50%
2 Combination routes plus Kindergarten	80%
Sp.Educ., Skill Ctr. -- pro-rated based on 1560 hours	

Shuttle Runs, Extra Runs, Athletics, Field Trips, Etc., will not count toward the total.

Drivers assigned single regular routes or single routes plus kindergarten that were covered under this provision in prior year will continue to receive their present proration.

3. Regular route drivers who do not elect the health insurance will be provided the following option: Tax sheltered annuity for full twelve months.

Scheduled to Work

	<u>per month</u>
2 Regular routes (or 540-720hrs)	\$40.00
2 Combination routes (or 720-1040 hrs.)	70.00
2 Regular routes plus kindergarten	55.00
2 Combination routes plus kindergarten	85.00
Special Education, Skills Ctr. (pro-rated on 1560 hours)	85.00

The annuity to be with the company to be named by Driver from the list of companies writing annuities in the District. A company can be added to the list, provided there are five (5) or more subscribers.

4. Upon application the District will provide the premium payment for \$15,000 group life insurance for each regular Driver driving a minimum of two runs. Any employee having Board-provided group term life insurance provided above has a thirty-one (31) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier with thirty-one days of his/her last date of employment.

5. All insurance provided by the District will be provided within the underwriting rules and regulations as set forth by the insurance carriers in the Master Contract held by the policyholder.
6. To be eligible for coverage or increase in coverage the employee must be able to perform a one-day-at-work requirement with the employer before benefits are effective.
7. Newly employed drivers shall be eligible for District paid insurance premiums upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced. All fringe benefits covered under Section A of the Agreement commence on October 1.

All changes in the amount of District subsidy due to status change of driver will take effect on the first day of the month following the change.

- B. The required Bus Driver physical will be provided by the physician designated by the District at no cost to the Driver or the District will reimburse up to \$45.00 toward the required physical by the doctor of the Driver's choice.
- C. Paid CDL, pro-rated on annual basis.
- D. Drivers will be compensated for attending training sessions at the in-service rate as per Article XII.
- E. Drivers, when requested by the administration, will be compensated at the in-service rate for census and mapping not to exceed three (3) hours for census and two (2) hours for mapping.
- F. On days when school is cancelled due to weather conditions Drivers will be paid for their morning regular routes. If that day is later rescheduled the Driver will make-up the trip at no cost to the School District. (Applies only to the first day of any consecutive days of school closing) Kindergarten and Skills Drivers will be reimbursed up to two trips per year should the runs be cancelled due to weather conditions.
- G. In case school must be dismissed earlier than scheduled, and a single route driver cannot be reached, they may be compensated for two (2) runs during any one school year.

H. Drivers will be compensated for time spent in excess of one hour on student discipline at the in-service rate as per Article XII when approved by the transportation supervisor.

I. Accumulated sick leave - A driver with 15 years or more service shall receive upon retirement for each sick leave day not used the following rate:

	<u>2 or 3 routes</u>	<u>4 or 5 routes</u>
First 25 days	\$2.50 per day	\$ 5.00 per day
26 - 50 days	5.00 per day	10.00 per day
51 and above	7.50 per day	15.00 per day

J. One (1) jacket will be provided each Driver every four (4) years.

K. All regular drivers will be granted six (6) paid holidays per year:

Labor Day, Thanksgiving and the day after, Christmas, New Years Day, Memorial Day

Drivers driving twelve months a year will also receive the 4th of July paid.

Holiday pay will be for a driver's regular assigned day. To receive pay for these holidays a driver must drive the last trip before and first trip after the holiday. Part-time drivers would be pro-rated.

ARTICLE XII Employee Compensation

A. Salary Schedule

	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>	<u>5th Yr.</u>
<u>1991/92</u>					
Regular route	\$13.18	\$13.90	\$14.73	\$14.73	\$14.73
Kdg. route	18.50	19.20	19.87	19.87	19.87
Extra runs					
Driving	7.87	8.30	8.80	8.80	8.80
Non-driving	7.87	8.30	8.30	8.30	8.30
Shuttle run	3.94	4.15	4.40	4.40	4.40
Sp.Ed., Skill Ctr.					
Driving	12.24	12.90	13.67	13.67	13.67
Non-driving	12.24	12.90	12.90	12.90	12.90
In-service	6.00	6.00	6.00	6.00	6.00

	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>	<u>5th Yr.</u>
<u>1992/93</u>					
Regular route	\$13.18	\$13.90	\$14.73	\$15.61	\$15.61
Kdg. route	18.50	19.20	19.87	20.57	20.57
Extra runs					
Driving	7.87	8.30	8.80	9.32	9.32
Non-driving	7.87	8.30	8.30	8.30	8.30
Shuttle run	3.94	4.15	4.40	4.40	4.40
Sp.Ed., Skill Ctr.					
Driving	12.24	12.90	13.67	14.49	14.49
Non-driving	12.24	12.90	12.90	12.90	12.90
In-service	6.00	6.00	6.00	6.00	6.00

	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>	<u>5th Yr.</u>
<u>1993/94</u>					
Regular route	\$13.18	\$13.90	\$14.73	\$15.61	\$16.55
Kdg. route	18.50	19.20	19.87	20.57	21.29
Extra runs					
Driving	7.87	8.30	8.80	9.32	10.17
non-driving	7.87	8.30	8.30	8.30	8.30
Shuttle run	3.94	4.15	4.40	4.40	4.40
Sp.Ed., Skill Ctr.					
Driving	12.24	12.90	13.67	14.49	15.36
Non-driving	12.24	12.90	12.90	12.90	12.90
In-service	6.00	6.00	6.00	6.00	6.00

Regular routes, kindergarten routes, and shuttle runs paid on per trip basis. Extra runs, special education routes, skills center routes, and in-service paid on per hour basis.

All regular and non-assigned drivers that were employed by the District at the close of the 1990-91 school year will be placed on the 3rd Yr. step rate for the 1991-92 year.

All drivers will receive \$.20 less than the posted rate while on probationary status.

Drivers with over five (5) years of driving will be paid on the 5th Year rate.

Drivers will advance on the schedule only at the start of the school year. Credit will be given on the following basis:

If the driver has been employed one half or more of the year's total driving days, he/she will advance one (1) step.

If the driver has been employed less than half of the year's total driving days, he/she will not advance on the Schedule.

- B. Extra runs on Saturday, Sunday or Holidays the first hour of the run will be paid at the regular route rate.
- C. Longevity payments will be paid to Drivers as follows:
Starting the -
 - Tenth year of continuous service -- \$.30 per regular run
 - Fifteenth year of continuous service an additional \$.10 per regular run

Special Education Drivers driving more than three hours per day and not driving regular runs will be paid longevity based on two regular routes.

- D. Any Driver working full eight (8) hour days will receive paid one-half hour lunch period.
- E. Any trip that exceeds Two-hundred (200) miles one way requires that each bus shall have two drivers assigned.
- F. Drivers will be compensated at the in-service rate when riding with another driver to learn a route when requested by the bus supervisor (limit -- one time per route). If a regular driver has to miss his/her own route in order to learn another route, he/she will receive his/her regular route rate in lieu of the in-service rate.
- G. Drivers who drive elementary take home routes that go to all three elementary buildings for their pick-up will be compensated an additional payment at the shuttle run rate during the period of this agreement.
- H. Drivers missing any of their regularly scheduled routes to run an extra or sports run will be compensated at the driving rate for the full run.

Special education and skills route drivers will receive driving time rate for all non-driving times of less than one hour in duration.

ARTICLE XIII
Miscellaneous Provisions

- A. Each employee shall be provided a copy of the Master Agreement, a placement form indicating: Current location, wage, hours, starting and ending dates, name of immediate supervisor.
- B. Duration of Agreement: This Agreement shall be effective as of July 1, 1991, and shall continue in effect until June 30, 1994.

APPENDIX A
Standard Procedures

- A. The Driver shall not leave the bus with motor running unattended except for warm ups. Warm-ups are not to exceed what is reasonable for the particular bus being used. At no time are keys to be left on an unattended bus while students are in the area.
- B. The Driver shall see that the pupils are seated and the door is closed before putting the bus in motion. The Driver shall not open door until the bus is stopped. The seat belt must be worn by the Driver while the bus is in motion.
- C. In the event of an emergency or a breakdown the driver shall not leave the bus unattended. He/she should use the two-way radio or send a responsible student for help.
- D. All students must be off bus when filling the fuel tank.
- E. Students are to pass in front of the bus after discharging from the bus if they cross the road.
- F. The Driver shall not change location of stops or the route unless approved by the supervisor and there is assurance that the parents know in advance of the change.
- G. The Driver shall inform the supervisor or transportation coordinator in ample time if unable to make his/her regular run or assigned extra trip.
- H. The Driver shall attend all bus driver meetings, unless excused by the supervisor. Each Driver must check his/her distribution box daily.
- I. Each driver will complete the census sheet at the beginning each school year. The Driver will attempt to learn the names of all students on his/her bus during the first two weeks of school.

APPENDIX B
Driver Responsibilities

- A. The Driver is responsible for maintaining order and discipline on the bus, and aiding in loading of students at schools. Discipline shall be handled by the Bus Driver whenever possible. Problems that cannot be handled by the driver should be turned over to the appropriate principal through the proper procedure.
- B. Drivers are responsible for adherence to all District policies and reasonable directives of the transportation supervisor.
- C. Drivers are to report all accidents immediately. Drivers are to report all maintenance needs and accidents in writing as soon as possible and in all cases within eight hours.
- D. Drivers must observe all traffic laws and regulations pertaining to the use of a school bus and attend the bus driver training schools as required by law and District policy.
- E. Each Driver must conduct three fire drills on his/her bus route during the school year.
- F. Each Driver is responsible for cleaning his/her bus. All driving windows are to be cleaned weekly or more often if needed.
- G. Each driver is responsible for fueling his/her bus and recording the fuel used. Drivers fueling propane are not to overfill fuel tank. Overfill of tank without notification to the bus supervisor will result in disciplinary action.
- H. Each Driver is responsible to conduct pre-trip inspection of his/her vehicle on the proper form provided. The Driver must see that the bus is properly warmed up before starting on a trip. Each Driver shall arrive in time to warm up his/her bus. (At least 15 minutes before run and allow 5 minutes cool down time on all diesel buses)
- I. Drivers are to complete all reports, maps, and lists required by the administration for his/her bus or bus route in the manner prescribed by the transportation supervisor. The Driver is responsible for the proper completion of time cards and absence forms.

THORNAPPLE KELLOGG SCHOOL
BOARD OF EDUCATION

By: _____
President

By: _____
Secretary

By: _____
Member

By: _____
Member

Date of Ratification _____

THORNAPPLE KELLOGG SCHOOL
BUS DRIVER ASSOCIATION

By: _____

By: _____

By: _____

By: _____

Date of Ratification _____